

413286

AUSTRALIA  
The Trade Marks Act 1955  
REGULATIONS

Governing the use of Certification Trade Mark Nos. C413286 and C430014 in Class 22.



1. Definitions

For the purposes of these Regulations:

"The Proprietor" means ~~The~~ Australian Cotton Foundation *Limited*.

"The Cotton Mark" means the mark subject of the Trade Mark Registrations applied for as Certification Trade Marks under the numbers C413286 and C430014 as of the 10th day of August, 1984 and the 16th day of July, 1985 respectively.

"Certified Goods" means the goods set out in Regulation eight hereof.

"Person" means an individual, firm or body corporate.

"Applicant" means a person who has applied to the Proprietor for certification of his goods. "User" means a duly authorized user of the Cotton Mark.

2. Proprietorship

The Cotton Mark is the absolute property of the proprietor and shall not be used by any person except by authorization granted in accordance with these Regulations.

3. Application for Certification of Goods

Any person wishing to have their goods certified by use of the Cotton Mark must apply in writing to the Proprietor.

4. Right of Appeal

Any person who may be aggrieved by any refusal of the Proprietor to certify or to continue to certify his goods by means of the Cotton Mark, or who may be aggrieved by any action of the Proprietor which would result in his goods not being certified by means of the Cotton Mark may appeal to the Registrar of Trade Marks, who after hearing, if desired, the parties or either of them shall decide whether and if so upon what conditions the Proprietor shall certify such goods.

5. Use of the Cotton Mark

The Cotton Mark may only be used upon or in relation to raw cotton grown in Australia as set out in Regulation seven hereof.

6. Primary Testing  
The Proprietor is to test and examine the goods of the Applicant for certification and make any other investigations they deem appropriate and if, after testing and examination the Proprietor is satisfied that the goods conform to the standards set out in Regulation five hereof, and, after inspection of the system of control, method of production and/or the source of raw materials which the Applicant markets as the said goods, the Proprietor is satisfied that the control system, that the method of production and/or that the source of raw materials is such that it will enable the Applicant at all times to ensure that the goods conform to the aforesaid standards, the Proprietor will invite the Applicant to enter into a formal Agreement of the kind set out in the First Schedule hereto.
  
7. Right of Use of the Cotton Mark  
An Applicant who has entered into an Agreement as set out in the First Schedule hereto shall be termed a User and shall be entitled to use the Cotton Mark only in relation to raw cotton grown in Australia as is specified in the Agreement. The Proprietor will not presently change fees for the right to use the Cotton Mark but the Proprietor reserves the right to vary this rule in the future. The rights granted by the Agreement shall not be transferable.
  
8. Register of Users  
The Proprietor shall maintain a Register of Users authorized to use the Cotton Mark pursuant to Regulation 7 above at their normal place of business and such Register shall be made available for public inspection during normal office hours.
  
9. Continued Testing  
Every User shall at all times within business hours and after due notice has been given by the Proprietor, permit entry to his business premises by any person properly authorized by the Proprietor for the purpose of examining and testing any goods in respect of which a right to use the Cotton Mark has been authorized, and also to inspect and examine the control systems, methods of production and/or sources of the raw materials forming said goods.  
Every User is further to permit any person properly authorized by the Proprietor to take samples of such goods of a sufficient quantity for testing, which testing may take place either in the User's business premises or elsewhere at the discretion of the Proprietor.

10. Proprietors right to cancel a Users authorization  
If after testing and/or inspection, the Proprietor is of the opinion that the Users certified goods no longer conform to the standards set out in Regulation five hereof, the Proprietor shall give notice of such opinion to the User and the Proprietor may withdraw its authorization to use the Cotton Mark and cancel the Agreement relating to such authorization to use as set out in the First Schedule hereto. In such circumstances the User shall not use the Cotton Mark unless and until such time as the Proprietor shall renew the aforesaid Agreement by giving the User notice in writing to this effect.
11. Form of Use of the Cotton Mark  
All forms of use of the Cotton Mark shall be approved by the Proprietor prior to use, however the Marks may be used in the following ways:
- (a) by printing or other reproductive means upon containers, or packaging for the certified goods;
  - (b) by printing or other reproductive means upon all types of promotional material, advertisements, stationery or other trade literature relating to the certified goods;
  - (c) by printing or other reproductive means upon conveyances capable of carrying the certified goods;
  - (d) the colours of the Cotton Mark preferably should be PMS 469 brown and white, however, if this is not feasible the colours should be black and white;
  - (e) should a User desire to use the Cotton Mark in colours other than PMS 469 brown and white or black and white, permission in writing should be sought from the Proprietor;
  - (f) the Cotton Mark may be enlarged or reduced photographically but shall not be otherwise altered in any way.
12. Maintenance of the Cotton Mark  
The Proprietor undertakes that they will be responsible for the payment of all renewal or other maintenance fees in relation to the Cotton Mark.
13. Alteration of these Regulations  
These regulations shall not be altered or amended otherwise than with the consent of the Registrar of Trade Marks.

DATED this                      day of                      19 .

THE AUSTRALIAN COTTON FOUNDATION

By: \_\_\_\_\_  
Duly authorized in this respect



2. In consideration of the premises the Proprietor hereby undertakes
- (a) to authorize the use by the User of the Certification Mark in respect of the goods specified in the Schedule hereto in accordance with the said Regulations.

3. This Agreement may be terminated
- (a) by either party hereto on giving twelve months prior notice in writing thereof to the other party;
  - (b) by the Proprietor at any time if
    - (i) the authorization to use is cancelled in accordance with Regulation 10 of the said Regulations;
    - (ii) the User shall commit any breach of the terms hereof or of the said Regulations and not have remedied the same within Thirty days after having received notice of such breach from the Proprietor;
  - (c) by either party forthwith if the other party shall be adjudged bankrupt or enter into liquidation or have a Receiver appointed or enter into any arrangement with its Creditors.

4. Termination of this Agreement for whatever reason shall cause the authorization to use the Certification Mark to be automatically revoked as from the date of such termination.

SCHEDULE hereinbefore referred to:  
Goods in respect of which the Cotton Mark may be used:  
Raw Cotton grown in Australia

SIGNED by:

.....  
For and on behalf of  
THE AUSTRALIAN COTTON FOUNDATION

SIGNED by:

.....  
For and on behalf of the User (or by Company  
(duly authorized in this respect) Seal)